

don't know; I would not want to say."  
"That is about what the judge says," says the witness.  
"I should think so."  
"You can pay for the barges on one trip. It takes about a day to make a trip, doesn't it?"  
"When we were running a towing line we came down in one day."  
"This is a very heavy tax upon the brick business, isn't it, this excessive towing charge?"  
"Yes, sir. It is too much. We are paying too much."  
"How is it that there is no competition in the business? What has Cornell done? How has he managed? There used to be competition, wasn't there?"  
"I don't know; there never has been any real competition that I know of for a great many years. Snyder's Towing Company used to be on the river. Then there was competition, but after in the brick business, they don't know it."  
"Were they bought up by Cornell?"  
"I think Cornell purchased that towing company."  
"Are any brick manufacturers interested in the Cornell Company?"  
"I don't know of any."  
"These barges tow ice barges up, don't they, and down the river, these Cornell barges?"  
"Brick boats, ice barges, stone boats, anything that floats."  
"And these excessive towing charges operate as a burden upon the price of ice as well as of bricks and other products that come down the river?"  
"They have a special tow on brick."  
"When the rate jumps 300 per cent, you know there is something wrong?"  
"As far as I know, but I don't know about the other fellow."  
"Back a few years the price was 12 to 15 cents for towing brick, the witness said.  
"So that in the last four years you had an increase of 300 per cent?"  
"Yes."  
"Frank Melton, housewrecking contractor, testified that in 1917 he brought down many tons of brick from the second hand yards north of Albany for 275 a load. Some one started competition and the price went down to 15 and 25 a load, and he said that only one month. The Cornell company went even lower and the competitors were put out of business."

**Contractor Hazy About By-Law.**  
Thomas P. McLaughlin, secretary of the Contractors Protective Association, of 334 Fifth avenue, which has forty-seven members who do excavating, trucking, housewrecking and sand business, was asked by Mr. Undermyer about a provision in the by-laws that "what seemed advisable" should be kept in the records, but the witness could not explain.

Several committees were named by the association, the witness said, to deal with conditions in the trades represented, but denied they were price fixing committees. He went over the minutes of several meetings. The purpose of one item found there was that steam shovel not belonging to the association should not be allowed to do business in New York. The agreement made regarding the price contractors should charge builders for labor applied only 10 day work, the witness said, and was seldom if ever used. It was brought out that one member was fined \$500 for allowing chauffeurs to work on his motor trucks when another member had a strike of chauffeurs.

When the session opened in the forenoon Mr. Undermyer announced that subpoena servers had been trying for days to find John A. McCarthy and John P. Kane.

"I understand these gentlemen are clients of Mr. Conboy and we would like to know whether he will agree to produce them," the counsel said.  
"Mr. Kane is just recuperating from a serious operation, and I will see what can be accomplished," Mr. Conboy said.  
"How about McCarthy?"  
"I am not obliged to make any efforts to produce him."

"McCarthy seems to be able to do business, but we do not seem to be able to find him, and our process servers have been for him at least five times," Conboy said he would see what could be accomplished.  
Marvin Scudder, expert accountant, was called to the stand and said he had been studying the minutes taken with the documents of the Builders Supply Bureau, for which Conboy is counsel and in which McCarthy is known as accountant "No. 2." The book of minutes contained loose leaf entries.

**Seen Substitution in Minutes.**  
"Are you familiar with typewriters and typewriter ribbons and with the investigation of that sort of thing?"

"Have you examined the typewriting of the minutes between the dates February and November last?"  
"I have."  
"Take up the minutes preceding February, 1920. Do you find any that in your opinion have been interpolated or substituted?"

"I should think so."  
Mr. Scudder enumerated in detail the pages he said he believed had been substituted. The indication was, he said, that the heavy typewriting had been done at one time. The entries were all from January on, he said.

"You think that these are substitute minutes which were all put in at one time?"  
"As to the minutes from February to November there is no question they were all written at one time. It would be a mystery if they were not."  
Joseph Penny, secretary of the bureau, said he had supervision of the minutes. He said that as far as he knew the several entries of minutes were all inserted when made following meetings. He took the minutes and gave them to Miss Elizabeth O'Dea to transcribe.

"So the responsibility, if any, you put on Miss O'Dea?"  
"I object to that statement," Mr. Conboy interrupted.

"You will have to consult with your clients outside; we have been very

## Corn Syrup Becomes Export Trade Factor

WASHINGTON, Dec. 3.—Corn syrup, distinctively an American product, bounded forward as a sugar substitute during the sugar famine of the last year or two and broke all export records last year with 255,617,700 pounds sent out. These figures, according to the Bureau of Foreign and Domestic Commerce, showed an increase of 346 per cent. in size, and 338 per cent. in value over 1918 exports.

The output of this by-product the coming years probably will exceed all previous years owing to the record corn crop, the statement said, and corn syrup will become a factor in the country's export trade.

Senator Lockwood said:

Penny repeated he did not know what had become of the cards for which the committee has been searching and which Miss O'Dea said were destroyed.

George W. Gaylord, typewriting expert, testified that he had made careful inspection of the minutes, and said in his opinion all of the entries for the nine months under discussion had been written at one time. He pointed out identical marks which proved it, he said. Henry D. Higginbotham, an expert in typewriting, gave similar testimony.

**Conboy Hints at Crime Charge.**  
Mr. Undermyer suspended the hearing to read a protest handed up by Mr. Conboy against further proceedings along this line unless members of the bureau were to be represented by counsel, on the ground that they were being charged with guilt and that the purpose of the investigation was not to get information to be used for remedial legislation, but to convict an association of crime. Mr. Undermyer answered in part:

"I desire to state upon the record that the testimony now offered is distinctly and directly in connection with remedial legislation. We are examining with respect to the Builders' Supply Bureau, which is shown to be a bureau consisting of dealers engaged in certain activities, either legal or illegal, as the case may be, but we are clearly within the scope of our duty under the resolution in making that inquiry. It certainly becomes essential to inquire as to whether these are the minutes, and that is clearly within the purview of our authority. If we were to take anything but the minutes, we would have no right to inquire as to whether it was authentic or not, why, the committee would not be able to make the investigation, upon which the report is to be made for remedial legislation."

Miss O'Dea was recalled to the stand. She was asked how and when she had transcribed the minutes of meetings as taken down by Penny, and said they were written up each week.

"It is only fair to tell you that experts have testified that some of these minutes were prepared at the same time," Mr. Undermyer said. "You do not care to change your testimony?"

The witness did not. She said that prior to February this year she used the typewriter in the bureau's office for outside work, but that had petered out.

"Don't you see that the typing of the minutes from February to November is absolutely uniform?"

"I would not say absolutely," she said.

Miss O'Dea was excused.

**Conboy Provokes Undermyer.**  
Mr. Conboy again broke in to know whether Miss O'Dea was wanted any longer. Then Mr. Undermyer blew up. He declared angrily:

"Mr. Chairman, we have been endeavoring to investigate combinations, and we have met with some success. We have met with destroyed cards, destroyed papers, files missing; all sorts of irregularities clogging our investigation, so that we cannot keep on with the main purpose of it, and I suggest to the chairman that this whole subject of destruction of the papers of the bureau, the subject of these minutes and everything connected with that subject be sent to the Grand Jury and let them go on with this investigation. We cannot continue. We have not the time."

Senator Lockwood issued the instruction to send to the Extraordinary Grand Jury the books, for possession of which Mr. Conboy had made such a hard but futile fight in the courts.

The committee learned something more about brick from Frank L. Homes and William K. Hammond.

Hammond testified that in all cases the brick producers send their product to a dealer in New York. The uniformity in prices results from economic conditions, he insisted. But he admitted that if brick was sold to a dealer not in the Masons' Builders Supply Association it would be a violation of the rules.

"Don't you know that two votes out of forty odd in your association keep a dealer out?"

"That is correct."

Mr. Undermyer's examination tended to show that there was restriction in the manufacture and shipment of brick regardless of the demand.

The hearing was adjourned to next Tuesday.

George Bernard Shaw tells in a special cable dispatch to to-morrow's New York American why he thinks Great Britain present policy leads logically to war between England and the United States. See to-morrow's Sunday New York American.—Adv.

## 2 ARE INDICTED FOR REFUSAL TO TESTIFY

Extraordinary Grand Jury Acts Quickly in Cases of Philbrick and Penny.

BACKER DEFENDS SELF Says He Paid Bribe to Matt Brindell While His Brother Waited Near By.

Sensational developments marked the progress yesterday of the several criminal proceedings which have arisen from the Lockwood legislative committee's probe of conspiracy and corruption in connection with the building trades situation here.

The new Extraordinary Grand Jury impaneled on Monday returned indictments against John A. Philbrick and Joseph Penny, officers of the Builders Supply Bureau, as a result of their refusal to answer questions put to them before the Lockwood committee concerning their organization.

It was reported that three of the persons indicted Thursday for the November additional Grand Jury for illegality in connection with the building trades situation had disappeared from the jurisdiction of the court and that court officers had been unable to serve the bench warrants issued for their arrest.

While testifying in his own defense before Judge Otto A. Rosalsky in General Sessions, George Backer, builder, who is accused of perjury before the Lockwood committee, swore that one of the two men to whom he paid \$25,000 in bribe money was Matthew Brindell, brother of Robert P. Brindell, indicted president of the Building Trades Council, and that on one occasion when he paid an installment of \$10,000 to "Matt" Brindell and his unknown companion he saw the two men walk to a place two blocks distant, where "Bob" Brindell was waiting in his automobile, and saw them drive away with him.

The indictments presented by the Extraordinary Grand Jury occasioned some surprise because that body had scarcely begun its investigation. Within an hour after they were filed Philbrick, who is a dealer in masonry materials, with a place of business at the foot of East Twenty-sixth street, and Penny, who is engaged in a similar business at the

foot of East Twenty-sixth street, presented themselves before Supreme Court Justice John V. McAvoy.

They were accompanied by George V. Medaille and Martin Conboy, attorneys who asked that they be given until Tuesday morning to plead and until Friday to make motions for dismissal of the indictments. Samuel A. Berger, Special Deputy Attorney General, who is presenting the evidence to the Extraordinary Grand Jury, did not oppose these suggestions. The defendants were released in \$10,000 bail each.

It was explained that the charge against them was based upon Section 1330 of the Penal Law, which relates to the refusal of witnesses to testify before regularly constituted investigating bodies, and that the offense charged is a misdemeanor. The indictments allege that both men on November 30, 1920, "refused to answer questions about the 'organization, objects, purposes and methods, the personnel, acts, proceedings, books, papers, correspondence, minutes and records' of the Builders' Supply Bureau."

Backer's testimony involving Brindell's brother "Matt" as a handler of bribe money came at the conclusion of a court day devoted by his attorney, Edmund L. Moore, to efforts to show the jury that he did not perjure himself wilfully when he first told the Lockwood committee that he had lost the bribe money at the race track, and later told the same committee that he had given it to two men whose names and identity were unknown to him.

**Early Story "Joke," Says Backer.**  
His explanation of the race track story was that it was merely intended as a joke, as he was not used to testifying before important bodies and had no idea as to the proprieties of the situation. His later story that the money was given to strangers, he insisted, was true.

He told of his first meeting with these two men early this spring when all of the work on a \$2,000,000 building, which was being erected by Ephraim B. Levy at Seventh avenue and Thirtieth street, had been held up for weeks by a strike called by Brindell. They came to him on the job and asked if he was Backer. Then they told him that they could get the strike called off for \$50,000.

As Backer was to receive a commission of \$25,000 from Levy on the completion of the building, and as he regarded Levy as his friend, he testified that he went to him and told him about the offer. Levy did not want to pay so much, Backer testified that these two strangers called several times and finally agreed to accept \$25,000.

"But how am I to know that you can do this?" he asked them before turning over the money. They then told him that they would have the strike called off first as evidence of their influence in the matter, and that he could give them the money afterward. The strike ended just as they had promised and Backer obtained \$15,000 from Levy for the purpose of paying the first installment of the bribe. On May 11, he testified, he

paid this \$15,000 to these strangers at the Chatham Hotel. Henry H. Gibson, a real estate man of 58 Clark street, Brooklyn, was having luncheon with him and saw him give these men the money containing the \$15,000, although he knew nothing of the nature of the transaction.

On July 14, Backer testified, he paid the second and final installment of \$10,000 to the same men. They came to him in the shanty at Thirtieth street and Seventh avenue, he testified, "that is the work shanty by Levy's building. I gave them the money in there."

"Right afterward I walked over to Fifth avenue and Thirtieth street, where my own building was going up. I saw these two men walking the same way. When I got to Fifth avenue I saw Robert P. Brindell waiting in his car. These men who had taken the money got into the car with him and drove away."

Mr. Money questioned Backer regarding the day of his alleged perjury before the Lockwood committee, and brought from him the positive declaration that at that time he was still quite ignorant of the identity of the two men who had taken the bribe money, and that it was quite impossible for him to give the committee information which would lead to the disclosure of their identity. He testified that after his examination, realizing for the first time the seriousness of the situation, he resolved to exert every possible effort to discover the identity of these two men.

**Backer's Story Corroborated.**  
"The next Sunday," he testified, "I was walking up Fifth avenue to another one of my buildings when I met George Atwell, who said: 'Take a ride out to my place in Long Island City with me.' I asked why, and he said: 'Well, you may meet Brindell out there. I went with him, and sure enough Brindell was there, and with him was a man whom I recognized right away as one of the men who got that strike called. We came back to the place in Long Island City, and later when I was alone with Atwell again I asked him: 'Who was that fellow with Brindell?' He said: 'Why, that's Bob Brindell's brother Matt.'"

This incident occurred, according to Backer, a few days before he was indicted for perjury. The general details of the meeting and the trip to Long Island City were related by Atwell, who is well known in the housewrecking business, when he testified before the Lockwood committee a few days later, but Atwell apparently was not aware of the significance that the meeting had to Backer.

Mr. Gibson, called for a few minutes as a witness, verified Backer's story of the meeting at the Chatham and of his having seen him give an envelope to two strangers on that occasion. Joseph Penimore and John W. Noble, superintendents for Backer, testified that they recalled visits to Backer by two strangers who were "well dressed" and "did not appear to be workmen."

Shown a photograph of Robert P. Brindell, he stated that to the best of his recollection he was the man whom he saw standing beside the automobile.

## BRINDELL ACCUSED BY SCHOOL BUILDER

Dennis Connors Tells Board of Estimate Labor King Demanded Money.

PAID TO END STRIKES Examination of Contractors Brings Declaration of Collusion of Limestone Men.

Robert P. Brindell, head of the laboring which extracted large sums of money from New York builders, tried to compel Dennis E. Connors, a city school contractor, to pay a sum of money to get relief from labor troubles, according to Connors's testimony yesterday at the Board of Estimate inquiry into school contracts. When he declined to make the payment, he said, delegates of the unions made it so hot for him with high talk of the great influence they said they had with the Police Department and with C. B. J. Snyder, Superintendent of School Buildings, that he finally appealed to Snyder to intercede for him. Connors said that he appealed to Snyder because he was told by Brindell's secretary that "Snyder knew their organization was 100 per cent."

William B. Caswell, assistant Corporation Counsel conducting the inquiry, wound up his examination on that point with the following statement to the witness:

"Of course, you knew, as a matter of fact, that Snyder had nothing to do with that at all."

"I was told that," Connors replied.  
Connors said his trouble with the unions started when he refused to pay \$318, or \$9 a day for every day he had allowed his son instead of a union man to operate a pump on one of his building jobs. He said that in 1917 he paid money to labor delegates for the purpose of and succeeded in ending strikes on construction.

tion of the Evander Childs High School building. The delegates, he said, were known to him as McGloskey, who got \$300; Skinner and O'Brien, who got \$50 each with promises of more, and a man named Snyder, who, he said, was not the School Building Superintendent. They represented, he said, the furring and lathers', stone setters' derrick men's and ornamental iron unions.

Connors, in fact, furnished most of the excitement for a session so unexciting that at its close the only member of the board present in person was Henry Bruckner, President of the Borough of the Bronx, who sent for the Mayor to adjourn the meeting.

William H. Haywood of the Putnam Construction Company, and formerly with T. A. Clarke & Co., contractors, testified that before he submitted for Clarke the sole bid on Public School 61 he was informed over the telephone by Connors that there would be no other bids submitted. He said that he had never met Connors, but assumed that it was the man who had preceded him on the witness stand. The man who telephoned, he said, stated that he and the other contractors were not bidding because they did not like the form of the contract, but did not ask the Clarke concern not to bid. Haywood said that, anticipating that the contract would not be awarded on his single bid and in order to conceal his real figure, he submitted

a bid \$20,000 or \$40,000 higher than he had originally intended.

Connors was recalled to the stand and denied that he had ever heard of Haywood, or that he had ever held such a conversation as Haywood described.

Examination of all general contractors holding school building contracts was completed. Nearly every contractor testified he had had reason to believe for years that there was collusion among the limestone men, and one or two said they had joined the Mason Builders Association in an effort to get rid of labor troubles.

**CONVICTED OF LARCENY.**  
Special Dispatch to The New York Herald.

SYRACUSE, Dec. 3.—After deliberating five hours a jury in County Court before Judge J. J. Barrett returned tonight a verdict of guilty against Robert Morris, descendant of the financier of the American Revolution, and who has been on trial here on charges of larceny involving the loss of \$33,500 entrusted to him for investment by aged Miss Jennie Nixon of Syracuse.

Morris admitted receiving the money, but said he was empowered to invest it as he saw fit. He speculated in oil and "played the market on margin, losing not only all of Miss Nixon's money, but all of his own."

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Fisher Scarf	500.00	385.00
Fox Scarfs	50.00	35.00
Fox Scarfs	125.00	95.00

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	Were	Reduced to
Mink Coat	\$1475.00	\$975.00
Mink Coat	2500.00	1750.00
Mink Wrap	6250.00	4250.00
Mole Coat	425.00	275.00
Mole Wrap	1175.00	675.00
(Beaver Importation)		
Mole Wrap	1125.00	750.00
Hudson Seal Coat	325.00	225.00
Hudson Seal Coat	525.00	395.00
Hudson Seal Coat	675.00	550.00
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